

1 BILL NO. S-83-07-16

2 SPECIAL ORDINANCE NO. S-145-83

3 AN ORDINANCE approving a contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and L. W. Dailey, Inc., for Res.
5976-83, Hanna-Creighton VIII,
Phase II.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The annexed Contract, made a part hereof,
10 by the City of Fort Wayne by and through its Board of Public
11 Works and L. W. Dailey, Inc., for Res. 5976-83, Hanna-Creighton
12 VIII, Phase II, is hereby ratified and affirmed and approved in
13 all respects. The work under said Contract requires:

14 for Improvement Res. 5976-83, Hanna-Creighton
15 VIII, Phase II, curbs and sidewalks where
16 needed, within the limits of the following
17 streets: WINTER STREET - from Pontiac St.
to Creighton, FISHER STREET - from Reed St.
to Winter St., REED STREET - from Pontiac St.
to north property line of Fisher;

18 the Contract price is Ninety-Eight Thousand Six Hundred Sixty-One
19 and 25/100 Dollars (\$98,661.25).

20 SECTION 2. Prior Approval was received from Council
21 with respect to this Contract on June 7, 1983. Two (2) copies
22 of the Contract attached hereto are on file with the City Clerk,
23 and are available for public inspection.

24 SECTION 3. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all necessary
26 approval by the Mayor.

27
28 Samuel J. Talarico
Councilmember

29
30 APPROVED AS TO FORM
AND LEGALITY

31 B. O. Boxberger
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by _____, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-12-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-26-83

Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 1-145-83 on the 26th day of July, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of July, 1983, at the hour of 11:30 o'clock PM M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 28th day of July, 1983, at the hour of 10 o'clock PM M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

CONTRACT

Concrete Removal	Two dollars and eighty-five cents per square yard	2.85
Curb Removal	Two dollars and ten cents per lineal foot	2.10
4" Concrete Walk	One dollar and forty cents per square foot	1.40
Wingwalk	One dollar and seventy-five cents per square foot	1.75
Structure Concrete (For Step)	Four hundred dollars and no cents per cubic yard	400.00
Concrete Curb Type III	Seven dollars and no cents per lineal foot	7.00
2' Curbface Walk	Two dollars and thirty cents per square foot	2.30
Curbface Walk	One dollar and sixty-five cents per square foot	1.65
8" Concrete Drives	Eighteen dollars and no cents per square yard	18.00
6" Concrete Drives	Seventeen dollars and no cents per square yard	17.00
B-Borrow	Five dollars and no cents per ton	5.00
Topsoil	Two dollars and no cents per ton	2.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5976-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

*See Liquidated Damages Provision.

and in all respects completed on or before *Sept. 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

Date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 29th

day of June, 1983

ATTEST:

Lorraine L. Casper
Corporate Secretary

L. W. DAILEY, INC.

BY:

ITS:

Pres
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Helen U. Goodenow
Secretary and Clerk

Its Board of Public Works and Mayor.

Seeding, Mulch & Fertilizer	No dollars and fifteen cents per square yard	0.15
Asphalt Patching	No dollars and ten cents per lineal foot	0.10
Tree Removal 12"	One hundred dollars and no cents per each	100.00
Tree Removal 18"	One hundred dollars and no cents per each	100.00
Tree Removal 24"	Two hundred dollars and no cents per each	200.00
Casting Type C	Two hundred dollars and no cents per each	200.00
Adjusting Casting to Grade	Fifty dollars and no cents per each	50.00
New 2" Tree Planted	One hundred dollars and no cents per each	100.00
Total Base Estimate	Ninety thousand, two hundred and sixty-one dollars and twenty-five cents	90,261.25
<u>ALTERNATE I</u>		
C.B.'s - Removed and Replaced	Fourteen hundred dollars and no cents per each	1,400.00
Total Alternate I	Eight thousand, four hundred dollars and no cents	8,400.00
Grand Total	Ninety-eight thousand, six hundred and sixty-one dollars and twenty-five cents	\$98,661.25

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

PROJECT HOVA-CRECHIN Neighborhood VIII 2

DATE MAY 4 1983 RES. NO. 5976

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS

STREETS - ALLEYS - SIDEWALKS
QUAN UNIT MATERIAL

ESTIMATE
EXTENSION

L.W. DAILEY

UNIT BID
TOTAL BID

UNIT BID
TOTAL BID

UNIT BID
TOTAL BID

TOTAL BID

2540	SV	CONCRETE REMOVAL	2 25	5728 50	2 85	7256 10	3 00	7638 00	3 00	7638 00		
5700	LF	CORB REMOVAL	1 50	8559 00	2 10	11982 00	1 20	6847 20	1 50	8559 00		
7700	SF	4" CONCRETE WALK	1 50	26853 00	1 40	25062 80	1 55	27748 10	1 00	28643 20		
2040	SP	WALK	1 75	4620 00	1 75	4620 00	1 90	5016 00	2 00	5280 00		
1400	SY	STRUCTURE CONCRETE (FOR STEP)	5 00	200 00	400 00	160 00	600 00	240 00	200 00	80 00		
1600	LF	CONCRETE CORB TYPE III	5 00	8030 00	7 00	11242 00	6 00	9636 00	7 00	11242 00		
1360	SF	2" CORB FACE WALK	2 25	16578 00	2 30	16946 40	2 80	20630 40	3 00	22104 00		
900	SP	CORB FACE WALK	2 00	1800 00	1 65	1485 00	2 25	2025 00	1 85	1665 00		
700	SY	8" CONCRETE DRIVES	18 00	1314 00	18 00	1314 00	18 00	1314 00	20 00	1460 00		
1400	SV	6" CONCRETE DRIVES	10 00	2288 00	17 00	2431 00	16 00	2288 00	16 00	2288 00		
2740	TON	B-BORROW	5 00	1370 00	5 00	1370 00	6 00	1644 00	5 00	1370 00		
200	TON	TOP SOIL	7 00	1400 00	2 00	400 00	5 00	1000 00	5 00	1000 00		
1991	SV	SEEDING, MULCH + FERTILIZER	0 75	1493 25	0 15	298 65	0 30	597 30	1 00	1991 00		
5427	LF	ASPHALT PATCHING	2 00	10854 00	0 10	542 70	0 40	2170 80	0 50	2713 50		
8	EA	TREE REMOVAL 12"	100 00	800 00	100 00	800 00	150 00	1200 00	150 00	1200 00		
1	EA	TREE REMOVAL 18"	150 00	150 00	100 00	100 00	150 00	150 00	200 00	200 00		
3	EA	TREE REMOVAL 24"	200 00	600 00	200 00	600 00	150 00	450 00	250 00	750 00		
6	EA	CASTING TYPE C	250 00	1500 00	200 00	1200 00	250 00	1500 00	280 00	1680 00		
3	EA	ADJUSTING CASTING TO GRADE	140 00	420 00	50 00	150 00	50 00	150 00	75 00	225 00		
23	EA	NEW 2" TREE PLANTED	150 00	3450 00	100 00	2300 00	120 00	2760 00	250 00	5750 00		
		TOTAL		98007 75		90261 25		95004 80		105838 70		
					Under	8%						

PROJECT ALTERNATE # 1

DATE

RES. NO.

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

MATERIAL

CONTRACTORS

STREETS—ALLEYS—SIDEWALKS
JUAN UNIT MATERIAL

ESTIMATE

EXTENSION

L. V. Dailey

Ritch - Riley

Shpanski and Co.

EA

C.B.'S REMOVED & REPLACED

GRAND TOTAL

1200⁰⁰

7,200⁰⁰

115,728⁵³

UNIT
BID

1400⁰⁰

TOTAL
BID

8400⁰⁰

98,661²⁵

UNIT
BID

1350⁰⁰

TOTAL
BID

8100⁰⁰

103,104⁸⁰

UNIT
BID

1400⁰⁰

TOTAL
BID

8400⁰⁰

114,238⁷⁰

UNIT
BID

TOTAL
BID

FOR CURB AND SIDEWALK

No. 5976 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

that it is deemed necessary to improve curb and sidewalk, where needed, within the limits of
the following streets:

WINTER STREET - From Pontiac Street to Creighton

FISHER STREET - From Reed Street to Winter Street

REED STREET - From Pontiac Street to north property line of Fisher

is area is also known as HANNA-CREIGHTON VIII, PHASE II.

in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

is hereby found by said Board of Public Works that all benefits accruing hereunder
be to the general public of the City of Fort Wayne and that no special benefits
accrue to any property owner adjoining said improvement or otherwise assessable
for said improvement. The cost of said improvement shall be paid by Community De-
velopment & Planning.

Adopted, this _____ day of _____

ATTEST: _____
Secretary & Clerk

BOARD OF PUBLIC WORKS: {

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we L. W. DAILEY, INC.
as Principal, and the St. Paul Fire and Marine Insurance
Company, a corporation organized under the laws of the
State of Indiana, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of NINETY-EIGHT THOUSAND,
SIX HUNDRED AND SIXTY-ONE DOLLARS AND TWENTY-FIVE CENTS
(\$98,661.25-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 29th day of June, 19 83,
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5976-83 HANNA-CREIGHTON VIII, PHASE II

To improve curb and sidewalk, where needed, within the limits of the following streets:

WINTER STREET - From Pontiac St. to Creighton, FISHER STREET - From Reed St. to Winter St.,
REED STREET - From Pontiac St. to north property line of Fisher.

at a cost of \$ 98,661.25-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

L. W. DAILEY, INC.
(Contractor)

BY: [Signature]

ITS: Pres

ATTEST:

Lerraine L. Casper
Secy
(Title)

St. Paul Fire and Marine Insurance Company
Surety

*BY: [Signature]

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- L. W. DAILEY, INC. -----

(Name of Contractor)

----- 1122 THOMAS ROAD, FT. WAYNE, IND. -----

(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire and Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of NINETY-EIGHT THOUSAND, SIX HUNDRED AND SIXTY-ONE DOLLARS AND TWENTY-FIVE CENTS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 29th day of June, 1983, for the construction of:

Improvement Resolution No. 5976-83 HANNA-CREIGHTON VIII, PHASE II

At to improve curb and sidewalk, where needed, within the limits of the following streets:

WINTER STREET - From Pontiac St. to Creighton, FISHER STREET - From Reed St. to Winter St.,
REED STREET - From Pontiac St. to north property line of Fisher.

at a cost of NINETY-EIGHT THOUSAND, SIX HUNDRED AND SIXTY-ONE DOLLARS AND TWENTY-FIVE CENTS

(\$ 98,661.25), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counter-
(number)
parts, each one of which shall be deemed an original, this 29th day of
June, 19 83.

(SEAL)

ATTEST:

Larraine I. Casper
(Principal) Secretary

L. W. DAILEY, INC.
Principal

BY [Signature]
Pres
(Title)

(Address)

Witness as to Principal

(Address)

Barbara A. Hunter
Witness as to Surety

6045 Radcliffe Dr
(Address)

Fort Wayne, IN 46816

St Paul Fire and Marine Insurance Company
Surety
BY [Signature]

Attorney-in-Fact
(Authorized Agent)

Yastie, Zent & Lye Agency Inc.
P.O. box 1367

Ft. Wayne IN 46801
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Modification No. 1, dated Jan. 13, 1980
 Modification No. 2, dated July 2, 1982
 Modification No. 3, dated Jan. 3, 1983
 Modification No. 4, dated March 18, 1983
 Modification No. 5, dated March 18, 1983

PRODUCED AT THE GOVT EXPENSE

DECISION NO. IN80-2019

POWER EQUIPMENT OPERATORS (CONT'D)

GROUP IV - Mixers 145 Capacity or Less; Trench Machine Cutting 24" and under; Farm Tractor with less than 1400 Yard Bucket and other Attachments Except Back Hoe; Truck Crane; Oliver Power Subtractor; Hull Floater; Form Grader; Finishing Machine; Pavement Breaker; Rock Crushers; One Drum Machine; One Air Compressor; Concrete Pump; Gunite Machine; Air Tugger; Truck Crane Driver; Hoist Elevators When Used for Hoisting Material; Two to Four Generators or Welding Machines; Mechanized Heaters Irrespective of Motor Power When Used for Temporary Heat; Small Rollers on Earth; Engine Tenders; Wagon Drills; Flexplanes; Conveyors; Two to Four Water Pumps; Siphon and Pulsometers; Distributor Operator on Trucks; Tampers; Power Hrooms; Post Hole Diggers; Self-Propelled Concrete Saw; Striping Machine (Motor Driven); Form Tamper; Seaman Tiller; Bulk Cement Plant Equipment Greaser; Track Jack; Mud Jack; Concrete Buggies Motor Driven; Oliver; Barrel Type Mixer; One Welding Machine or One Water Pump; Air Valves or Steam Valves from Plants; Concrete Mixers Without Skip; Curling Machine; Concrete & Blacktop Curb Machine; Deck Bands

Crane with Boom, from 149 ft. to 199 ft. Including Jib Receive Additional \$1.25 Per Hour
 Crane with Boom over 199 ft. Including Jib Receive Additional \$1.25 Per Hour

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (2B CTR, 5.5 (n)(1)(11)).

STATE: Indiana
 DECISION NUMBER: IN80-2015
 SUPERCEDES DECISION No. IN79-2060, dated June 22, 1979 in FR 36603
 DESCRIPTION OF WORK: Heavy and Highway Construction Projects

*Statewide, except Lake, Laporte, Porter and St. Joseph Counties

CARPENTERS:

Jasper, Newton and Starke Counties
 Elkhart County - ~~added 2~~
 Bartholomew (Camp Attlebury), Boone, Fountain, Hamilton, Hancock, Hendricks, Johnson (except Edinburg), Marion, Montgomery, Morgan (except Washington), Parke (except portion lying west of a line south and north running through Jessup, Monodale, Carbondale, and Poland), Putnam, Vermillion (north of the south city limits of Summit Grove) and Warren Counties.
 Remainder of State of Indiana

CEMENT MASONRY:

Adams, Allen, DeKalb, Hobbs, Steuben and Whitely Counties
 Brown, Jackson, Jefferson, Jennings, Lawrence, Orange, Scott & Washington Cos., Denton (Western 2/3), Carroll, Cass, Clinton, Fountain (Eastern 4), Howard, Jasper (Southern 2/3), Miami, Montgomery, Newton (Southern 2/3), Tippecanoe, Warren (Eastern 2/3), & White Cos.

Basic Hourly Rates	Prize Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
13.53 11.97	.75 .60	.82 .90		.15 .05
12.80	.75	.70		.08
11.93	.70	.70		.05
10.05	.75	.80		.02
11.00				
10.75	.60	.75		

Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vacation		
Jasper (Northeastern portion of Co. went to but not including Wheatfield), Pulaski (Northern 2/3 of Co.), & Starke Counties	12.75	1.00	1.00		.06
Fulton, Marshall & Pulaski (SH) Counties	11.23	.85	.80		.04
Blackford, Delaware, Grant, Huntington, Jay, Randolph, Wabash, & Wells Counties	10.75	.60	.80		
Clark, Floyd, & Harrison Counties	9.88	1.00	.70		.04
Elkhart, Kosciusko & Lagrange Counties	12.28	.30			.02
Doone, Hamilton (Southern 1/2 of Co., North to the new Rte. Indiana Hwy 132 incl. Noblesville), Hancock (northern & western part, north to but not incl. Wilkin-					
son & east to, but not incl. Fortville), Hendricks, Johnson, Marion & Morgan (Northern 1/2 of Co.) Counties	11.16	.75	.75		.04
Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, & Warrick Cos.	12.30	.03	.65		
Greene & Sullivan Cos.	12.05	.06	1.00		.04
Hamilton (Northern 1/2 of Co.), Hancock (Eastern 1/2 of Co.), Henry, Madison & Tipton Cos., Newton (Northern 1/3) Co.	11.66	.65	.50		.08
Beauregard, Fayette, Franklin, Rush, Union & Wayne Cos.	11.42	.90	.60		.03
	10.35		1.80		

Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vacation		
Daviess, Gibson, Knox, Martin & Pike Cos.	11.05	.80	.80		
Clay, Owen (extreme western part of Co.), Parke, Putnam, Vermillion, & Vigo Cos.	10.20	.60	.25		
IRONWORKERS:					
Adams, Allen, Blackford, DeKalb, Delaware (North-eastern 1/3 of Co.), Grant (excluding S/W portion), Huntington, Jay, Kosciusko (SW portion incl. Warsaw), LaGrange, (Eastern 1/2 of Co.), Noble, Randolph (N. part of Co. excluding Union City but including Winchester), Steuben, Wabash, Wells & Whitley Counties	12.35	1.00	1.70		.02
Elkhart, Fulton, Kosciusko (New. of Co.), LaGrange (Western 1/2 of Co.), Marshall, Pulaski & Starke, Counties	11.95	1.00	1.98		.03
Jasper (Northern 1/2 of Co.) & Newton Counties	13.62	.90	1.66		.09
Clark, Crawford, Floyd, Harrison, Jackson (Southern 1/2 of Co.), Jefferson, Jennings (Southern 1/2 of Co.), Lawrence (Southern 2/3 of Co.), Martin (Eastern 1/2 of Co.), Orange, Scott & Washington Counties	12.00	1.40	1.45		.06
Marion County	12.10	1.00	1.95		.05

Basic Monthly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vocallon		
Bartholomew, Boone (South- eastern 1/2 of Co.), Brown, Clinton (Eastern 1/3 of Co.), Decatur (Western 1/2 of Co.), Delaware (Southern 2/3 of Co.), Fayette (Western 1/2 of Co.), Franklin (NW 1/4 of Co.), Grant (SW portion), Hamilton, Hancock, Hen- dricks, Henry, Howard, Jackson (Northern 1/2 of Co.), Jennings (Northern 1/2 of Co.), Johnson, Lawrence (Northeastern 1/6 of Co.), Madison, Monroe, Morgan, Owen, Putnam (Eastern 1/2 of Co., excluding Green- castle), Rush, Shelby, & Tipton Counties	1.00	1.95			.05
Benton, Boone (Northwestern 1/2 of Co.), Carroll, Cass, Clinton (Western 2/3 of Co.), Fountain, Jasper (Southern 1/2 of Co.), Miami, Montgomery, Tippecanoe, Warren, & White Counties Fayette (Eastern 1/2 of Co.), Randolph (Rem. of Co.), Union (N 2/3 of Co.), & Wayne Counties	1.00	1.65			.02
Clay, Daviess, Greene, Knox, Lawrence (North- western 1/6 of Co.), Parke, Putnam (Western 1/2 of Co., including Green- castle), Sullivan, Ver- million, & Vigo Counties Dearborn, Decatur (Eastern 1/2 of Co.), Franklin (Remainder of Co.), Ohio, Hempstead, Switzerland, & Union (Southern 1/3) Cos.	1.00	2.30			.10
	1.00	1.45			.03

Basic Monthly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vocallon		
PAINTERS: Adams, Allen, DeKalb, Grant, Huntington, LaGrange, Hohle, Steuben, Wabash, Whitley & Wille (Northern 1/2 of Co. to & Incl. Bluff- ton): Brush, Paperhangers, Rollers & Tapers Sandblaster, Spray, Bartholomew, Decatur, Jackson & Jennings Cos., Brush, Roller & Steel Spray Benton, Clinton, Fountain, Montgomery, Putnam (except City of Green- castle), Tippecanoe, & Warren Cos.: Brush, Roller Structural Steel Sandblasting Spray Blackford, Cass, Delaware, Fulton, Howard, Jay, Madison, Miami, Tipton, & Wells (to the South city limits of Bluffton) Counties: Brush Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan (North 1/2 of Co.) & Shelby Cos.: Brush Spray Brown, Monroe, Morgan (excluding North 1/2 of Co.) & Owen Cos.: Brush Structural Steel Spray	9.90 10.90 9.45 10.45 11.25 11.50 12.25 14.52 10.80 11.80 11.24 12.24 8.90 9.65 9.90	.60 .60 .85 .85 .70 .70 .70 .80 .80 .70 .70 .30 .30 .30			.12 .12

PRODUCED AT U.S. GOVT. EXPENSE

Base Hourly Rate	Filing Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
12.65	.79	.60		.05
13.40	.79	.60		.05
9.03	.35	.20		.03
10.20	.35	.20		.03
9.00				
9.50				
10.05				
10.25				
10.50				
10.75				
10.55	.55			
11.35	.55			
11.55	.55			
12.35	.55			
11.50				
11.50				
12.00				
12.60				

Basic Hourly Rates	Fringe Benefits Payments			Education and/or App. Tr.
	H & W	Pensions	Vacation	
Dubois, Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Counties: Brush	13.03			
Spray	.80	.40		
Elkhart, Kosciusko, Marshall, Pulaski & Starke Counties:	14.05	.40		
Brush	10.44	.40		15.00p/y
Drywall Taping & Finish; Paperhangers; Spray & Vinyl	10.34	.40		15.00p/y
Payette, Franklin, Henry, Randolph, Rush, Union & Wayne Counties:				
Brush	9.35			
Sandblasting; Spray Structural Steel; Scaffold over 30 ft.	10.35			
Lawrence, Martin & Orange Counties:	9.60			
Brush; & Structural Steel	9.00			
Marke, & Vermillion Cos.:				
Brush	10.65		.50	
Spray	12.15		.50	
Greene, Sullivan & Vigo Counties:				
Brush	11.25			
Spray	12.25			
Structural Steel up to 30'	11.50			
Structural Steel 30' to 100'	12.25			
Structural Steel over 100'	13.25			

Page 6

Declaration No. INNO-2015

Page 0

Declaration No. INNO-2015

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

due March 1
did 5-9-80

	2002	2002	2002	2002	2002
	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
GROUP 1	9.20	9.00	9.00	9.20	9.40
GROUP 2	9.35	9.15	9.15	9.35	9.55
GROUP 3	9.40	9.20	9.20	9.40	9.60
GROUP 4	9.50	9.30	9.30	9.50	9.70
GROUP 5	10.05	9.85	9.85	10.05	10.25
GROUP 6					
A.	9.40	9.20	9.20	9.40	9.60
B.	9.55	9.35	9.35	9.55	9.75
C.	10.00	9.80	9.80	10.00	10.20
D.	9.50	9.30	9.30	9.50	9.70

FRINGE BENEFIT PAYMENTS

H & W	Pension	Vacation	Education and/or Appl. Tr.
.05	.75		.09

ZONES

- ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starks Counties
(Excluded from this schedule)
- ZONE 2: Elkhart & St. Joseph Counties
- ZONE 2A: Kosciusko, Lagrange, & Marshall Counties
- ZONE 3: Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Jay, Madison, Miami, Montgomery, Rulinski, Randolph, Rush, Tippecanoe, Tipton, Union, Wayne, & White Counties
- ZONE 4: Marion & Shelby Counties
- ZONE 5: Bartholomew, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, Dubois, Floyd, Fountain, Franklin, Gibson, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Otero, Orange, Owen, Parke, Perry, Pike, Posey, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillion, Vigo, Warren, Warrick, & Washington Counties

LABORERS: HEAVY & HIGHWAY CONSTRUCTION

	Basic Hourly Rates	H & W	Pension	Vacation	Education and/or Appl. Tr.
GROUP 1	9.00	.05	.75		.09
GROUP 2	9.15	.05	.75		.09
GROUP 3	9.20	.05	.75		.09
GROUP 4	9.30	.05	.75		.09
GROUP 5	9.05	.05	.75		.09

LABORERS

- GROUP 1 - Carpenter Tenders; Chainmen; Construction Laborers; Continuous Steel Rod or Mat Installers; Fence Erectors; Grade Checker; Guard Rail Erectors; Joint Man (Mortar, Plastic & all other Types); Lighting Installer; Lineman for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erectors; Riprap Installer; Road Marking & Delineation Laborers; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy; Curing compound or Like Material; Survey Crew Man; Wire Mesh Layers; Sign Installation, Including Supporting Structures
- GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Rubber Man; Batch Truck Dumpers; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Sucker Man; Motor Driven Gravel Hopper Operator; Power Driven Compactor or Tampers Operator; Eye Level; Power Saw Operator; Pumpcrete Assembly Man; Sealant Applicator for Asphalt, Tarmac, Side Rail, Better - for Sidewalks, Slide Ditches, Radial & Pavement; Spreaders; Tenders; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man; Bridge Hand Wall Erector; Laborers Instrument Man; Screened Man or Screw Man on Asphalt Pavers; Rebar Installer; Sanblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members
- GROUP 3 - Horizontal boring & Jacking Man; Jackman & Shadman; Pipe Grade Man; Winch & Windlass Operator
- GROUP 4 - Conduit Installer; Cutting Trench Turners; Trench Dism Allinger; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector
- GROUP 5 - Air Track & Wagon Drillingman; Concrete Finishers; dynamite & Powder Man

LABORERS (SEWER, TUNNEL, & WATER CONSTRUCTION)

GROUP 1 - Carpenter Tender; Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other types); Lighting Installer; Lineman for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Map Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy; Curing compound or Like Material; Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumpster; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Eye Level; Power Saw Operator; Pumpcrete Assembly Man; Senior Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radii & Pavement; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Dull Float Man; Bridge Hand Rail Erector; Laborers Instrument Man; Screed Man or Screw Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members

GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Winch & Windlass Operator

GROUP 4 - Conduit Installer; Cutting Torch Burner; Laser Beam Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector

GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

GROUP 6 - A. Bottom Man; Concrete Man
B. Concrete Headman
C. Miner or Header Man.
D. Mucker & Tunnel Laborer

LABORERS, SEWER, TUNNEL, & WATER CONSTRUCTION

	Basic Monthly Rates	Fringe Benefits Payments			Education and/or Appr. Fr.
		H & W	Pensions	Vacation	
Adams, Allen, DeKalb, Huntington, Noble, Steubon, Wabash, Wells, & Whitley Counties					
Air Tool Operators; Jack-hammers; Top Laborers; Well Point Leadman	9.00	.85	.75		.09
Pipelayer Tender	9.20	.85	.75		.09
Pipelayer	9.30	.85	.75		.09
Air Track Drillers; Wagon Drill Man; Dynamite Men; Powderman	9.85	.85	.75		.09
Free Air Tunnel & Calisson Work;					
Miner	9.80	.85	.75		.09
Mucker & Tunnel Laborers	9.25	.85	.75		.09
Bottom Men; & Concrete Men	9.30	.85	.75		.09

POWER EQUIPMENT OPERATORS

DECISION NO. 11000-2015 POWER EQUIPMENT OPERATORS (Heavy & Highway Construction)	Fringe Benefits Payments			
	Basic Monthly Rates	H & W	Penalties	Vacation and/or Appr. Tr.
Adams, Allen, Benton, Blackford, Carroll, Cram, Clinton, Dekalb, Dubuque, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Johnson, Madison, Madison, Miami, Randolph, Rush, Shelby, Stouffer, Tippecanoe, Tippecanoe, Union, Wayne, Wells, Whitely, & Whitely Counties				
GROUP I	\$12.44	.75	.65	.10
GROUP II	11.13	.75	.65	.10
GROUP III	10.46	.75	.65	.10
GROUP IV	9.29	.75	.65	.10
Elkhart, Fulton, Jasper, Kosciusko, Lagrange, Marshall, Newton, Noble, Pulaski, & Starke, Cos.				
GROUP I	11.24	1.25	1.35	.00
GROUP II	9.95	1.25	1.35	.00
GROUP III	9.28	1.25	1.35	.00
GROUP IV	8.11	1.25	1.35	.00
Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, & Washington Counties				
GROUP I	12.36	.50	.80	.00
GROUP II	11.25	.50	.80	.00
GROUP III	10.50	.50	.80	.00
GROUP IV	9.01	.50	.80	.00
Benton, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, & Warren Counties				
GROUP I	12.36	.75	.75	.00
GROUP II	11.05	.75	.75	.00
GROUP III	10.30	.75	.75	.00
GROUP IV	9.21	.75	.75	.00

Group 11. Air Compressors in Hamilton with throttle valve Asphalt Plant. Engineer, Auto Grader or similar type machine; Auto Patrol; Backhoe on Farm type Tractor, 45 H.P. and over; Ballast Regulator (H. R.); Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bull Dozer; Calson Drilling Machine; Cherry Picker - 15 ton or over; Chip Spreader; Concrete Mixer 21 cu. ft. or over; Core Drilling Machine; Crane or Derrick with any attachment including clamshell, dragline, shovel, backhoe, etc.; Dredge Engineer; Dredge Operator; Drilling Machine on which the drill is an integral part; Earth Hoyer - rubber tired (paddle wheel, 619, 631, 75-24 or similar type); Earth Hoyer, rubber tired - tandem (50 cents per hour additional for each bowl); Elevating Grader; Fork Lift (10 ton or over); P.C.C. Formless Paver; Gravel; Gravel Processing Plant (Portable); Operator of Guard Rail Post Driver; Highlift Shovel - 1-1/2 cu. yd. or over; Hoist (2 drums and over); Helicopter - Crew; Hydraulic Boom Truck; Keystone (Skimmer Scoop); Loader - self-propelled (Belt-chain Wheel); Locomotive Operator; Hucking Machine; Panel Board Concrete Plant (Central Mix type); Paver-Mettering; Pile Driver - Skid or Crawler Road-Paving Mixer; Rock Breaking Plant; Rock Crushing Plant (portable); Roller - Asphalt, Waterbound Macadam; Bituminous Macadam, Brick Surface; Roller with Dozer Blade; Root Rake; Tractor Mounted; Self-propelled Wideners; Stump Remover, Tractor Mounted; Surface Heater and Planer; Tandem Push Tractor (50 cents per hour additional); Tractor - Boom, Winch or Hoist Head; Tractor Push; Tractor Mounted Spreader; Trench Hoyer; Trench Machine (over 24"); Tug Boat Operator; Well-Drilling Machine; Winch Truck with A-Frame; Tractor with scoop

Group 21. Air Compressor with throttle valve or Cleaver. Brooks type combination; Backfiller; Back Hoe on Farm type Tractor, under 45 H.P.; Bull Float; Cherry Picker under 15 ton; Chip Spreader (self-propelled); Concrete Pump; Concrete Wash Depressor - Independently operated; Concrete Spreader - power driven; End Loader under 1-1/2 cu. yd.; Excavating Loader - portable; Finishing Machine and Bull Float; Gunite Machine; Head Grasser; Machine; Mesh or Steel Placer; Multiple Tamping Machine (R.H.); P.C.C. Concrete Belt Placer; Pull Grader - power control; Refrigerating Machine - freezing operation; Ross Carrier; Sheepfoot Roller (self-propelled); Tamper - Multiple Vibrating - Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface; Trench Machine 24" and under; Turbo Float; Welder

Group 3: Air Compressor 1210 cu. ft. and over; Bituminous Distributor; Chain Cart; Concrete Curing Machine; Concrete Saw; Dope Pot, power agitated; Flex Plane; Form Grader; Hydrammer; Jacks - hydraulic, power driven; Milling Equipment Operator 2, 3, 4 or 5; Paving Joint Machine; Post Hole Digger; Roller, earth; Throttle Valve; Track Jack, power driven; Tractor, farm type; Truck Crane Driver

Group 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical Hoist; Oil; Power Press; Pump; Welding Machine; Tenders

POWER EQUIPMENT OPERATORS
(Sewer, Tunnel, & Water
Construction)

Bartholomew, Brown, Clark; Crawford, Deachorn, Decatur, Dubola, Floyd, Franklin, Gilman, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Poncey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, Washington Counties

Domiciliary Rates	Eligible Benefits Payments			
	U & W	Pensions	Vacation	Elaboration and/or Apr. 1st.
\$10.25	.40	.45		.00
9.15	.40	.45		.00
7.21	.40	.45		.00

Group 1
Group 2
Group 3

CLASSIFICATION

Group 1: A-Terra Winch Trucks; Air Compressor, 900 cu. ft. and over; Air Tugger; Auto-grade (CUI); Auto Patrol; Backhoe; Ballast Regulator (MIL); Batcher Plant (electric control concrete); Bending Machine (pipe); Bit-unknown Plant; Bituminous Mixer Concrete (pipel); Blt-mixer; Bulldozer; Cable Way; Chicago Boom; Clamshell; Concrete Mixer (24 cu. ft. or over); Concrete Paver; Concrete Pump (crete); Crane; Cranesman; Crusher; Drilling Derrick; Dredge Boat; Ditcher; Doge Pota (Pipalino); Dragline; Dressing Operator; Dredge Engineer; Drill Operator; Elevating Grader; Elevator; Ford Hoe (or similar type equipment); Forklift; Formless Paver; Gantry-Crane; Gradually; Greedeman; Grout Pump; Helicopter Crew; Hethorington Paver; Highlift; Hoist; Hooper; Hough Loader (for cellular type); Hydro Crane; Hydro Hammer; Locomotive Crane; Locomotive; Mechanics; Mobile Mixer; Motor Crane; Mucking Machine; Multiple Tamping Machine (RM); Overhead Crane; Pile Driver; Puller; Push Dorer; Push Boats; Roller (Sheepfoot); Road Carrier; Scoop; Shovel; Slide Boom; Swing Crane; Tall Hoop; Tar Machine (Pipalline); Throttle Valve; Tower Crane; Trench Machine; Walder, heavy duty; Truck

Group 2: Air Compressor (up to 900 cu. ft.); Brakeman; Bull Float; Concrete Mixer (over 105 and under 215); Concrete Spreader or Puddler; Deck Engine; Electric Vibrator Compactor (earth or rock); Finishing Machine; Fireman's Greaser (on grease facilities servicing heavy equipment); Material Pump; Motor Boat; Portable Loader; Post Hole Digger; Power Trough; Rock Moller; Roller-walker wheel (earth and rock); Spike Machine (RM); Steam Mill; Spreader Rock; Sub-grader; Tamping Machine; Wadding Machine; Widener (Ayoce or similar type)

Group 2: Air Compressor (up to 900 cu. ft.); Brakeman; Pull Float; Concrete Mixer (over 105 and under 215); Concrete Spreader or Puddler; Deck Engine; Electric Vibrator Compactor (leath or rock); Finishing Machine; Fireman Greaser (on grease facilities servicing heavy equipment); Material Pump; Motor Bonta; Portable Loader; Post Hole Digger; Power Broom; Rock Roller; Roller-wobbler wheel (leath and rock); Spiko Machine (RM); Foreman Tiller; Spreader Rock; Sub-grader; Tamping Machine; Winding Machine; Winoner (Apaco or similar type)."

Group 31: Bituminous Distributors; Cement Guns; Concrete Saw; Conveyors; Deck
Hand Oilers; Drill Tenders; Earth Rollers; Form Gradings; Generator; Guard Rail
Drivers; Hoists; Oilers; Paving Joint Machines; Steam Jenny; Truck Crane Oilers;
Vibrators; Water Pump

POWER EQUIPMENT OPERATORS

(Tunnel & Sewer Construction)
 Boone, Clay, Davieco, Foun-
 tain, Greene, Hendricks,
 Knox, Monroe, Montgomery,
 Morgan, Owen, Parks, Put-
 nam, Sullivan, Vermillion,
 Vigo, & Warren Counties

GROUP I *See note 2*
 GROUP II *See note 2*
 GROUP III *See note 2*
 GROUP IV *See note 2*

CLASSIFICATIONS

GROUP I Hunter Mechanics

GROUP II Utility Operator

GROUP III Power Cranes; Derricks; Electric Overhead Cranes;
 Shovels; Graders; Mechanics; Repair and Maintenance of all Equipment;
 Tractor Mixture; Fork Lifts; Trencher; Mixer over 145 Capacity;
 Trencher; Two Drum Machine or Two Cane Hoist Cabins; Tower
 Machine; Motor Patrol; Boom Tractor; Boom or Winch Truck; Truck Crane;
 Machine on Asphalt; Large Rollers & Rollers on Asphalt; Gravel; Mandom
 and Brick Surface; Ross Carrier or similar Machine; Gravel Processing
 Machine; Asphalt Plant Engineer or Pugh Mill; Two Air Compressors; Methan-
 olation; Tractor with half Yard bucket and/or Back Hoe
 Mix Plant Engineer; CII or similar type Machine; Concrete Spreader; Cherry
 Picker; Standard or Dinky Locomotives; Scoopmobiles; Euclid Loader; Soil
 Engineer; Back Filler; Elevating Machine; Power Shovel; Asphalt Plant
 Pipe Wrapping Machine; Trench Machine; Pipe Cleaning Machine;
 Tractor without Winch; Pipe Bending Machine; Apco Paver; Boring Machine;
 Formless Paver; Well Point System Hydra Ax; Rebar Concrete Saw; Marine
 Scoops; Brush Cutter; Brush burner; Mesh Pacer; Tree Mower; Halicopter
 Crew (3); Pile Driver Skid or Gravel; Stump Remover; Knot Knot Tug Boat
 Operator; Refrigerating Machine Freezing Operator; Chain Cart - Self Pro-
 pelled; Hydra Sealer; Straw Blower; Concrete Mixer with Skipl all one Drum
 Truck or Skid Mounted Tower Crane; Engine or Rock Crusher Plant; Roller
 Operator; Concrete Plant Engineer; Loader; Hydra Crane Calender; Skirt or
 any similar type Milling Machine; Concrete Gash Machine; Self Propelled;
 Winch or Hydraulic hoist Truck

Boiler Hazard Rate	Filings Benefits Payments			Education and/or App. Tr.
	HAW	Pensions	Vacation	
13.15	1.55	1.75		1.00
13.05	1.55	1.75		1.00
12.05	1.55	1.75		1.00
0.00	1.55	1.75		1.00

GROUP IV Mixers 145 capacity or less Trench Machine cutting 24" and under;
 Yarn tractor with less than half yard bucket and other attachments except
 back hoe; Truck Crane Offroad Power Subgrader; Bull Float; Form Grader; Fin-
 ishing Machine; Pavement Breaker; Rock Crushers; One Drum Machine; One Air
 Compressor; Concrete Pump; Concrete Machine; Air Tenders; Truck Crane Drivers;
 House Elevators when used for hoisting material; Two to Four Generators or
 Welding Machine; Mechanized Heaters irrespective of Motor Power when used for
 temporary heat; Small Rollers on Earth Engine Tenders; Firemen; Wagon Drill;
 on Paint Pots; Fireman on Asphalt Plants; Siphon and Pulcometer; Switchman
 Power Broom; Post Hole Digger; Self-propelled Concrete Saw; Striping
 Machine (Motor Driven); Form Tamper; Seaman Tiller; Bulk Cement Plant Equipment
 Gravel; Track Jack; Mud Jack; Concrete buggies motor driven; Oilers; Barrels;
 Type Mixer; One Welding Machine or One Water Pump; Air Valves or Steam Valves;
 from Plant; Concrete Mixers without skip; Curling Machine; Concrete & Blacktop
 Curb Machine; Deck Hander

Graded with booms from 149 ft. to 199 ft. including job receive additional
 4.75 per hour
Crane with boom over 199 ft. including job receive additional \$1.25 per hour.

Page 20

DECISION NO. 11100-2015

PUMP EQUIPMENT OPERATIONS

(Tunnel & Sewer Construction)
Jasper, Newton, Pulaski, & Stacker
Counties

	Basic Hourly Rates	Fringe Benefits Payments			Education and/or App. Tr.
		H & W	Pension	Vacation	
Group 1	\$11.20	\$1.10	\$1.10		.05
Group 2	12.70	1.10	1.10		.05
Group 3	11.15	1.10	1.10		.05
Group 4	10.15	1.10	1.10		.05

CLASSIFICATIONS

Group 1: Mechanized Asphalt Plant; Autograder; Batch Plant; Rammer (requires two engineers); Roller and Throttle Valve; Boring Machine (Mining Machine); Calson High; Central Redmix Plant; Combination Backhoe, Front End Loader with Backhoe; Buckets, over 1/2 cu. yd.; Combination Tugger Haul and Air Compressor; Compensator and Throttle; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Paver 27E cu. ft. and under; Concrete Pump with boom (truck mounted); Concrete Tower; Crane, all; Crane, Hammerhead Tower; Cretex Crane; Derrick, all; Derrick, traveling; Forklift - full type; Forklift - 10 ton and over; Hauler, two, and three drums; Hauler, two tugs, one floor; Hydraulic Boom Truck; Locomotive, all; Motor Patrol; Paving Machine; Pile Drivers and Skid Rigs; Pit Machine; Press; Screws Machine; Pump Cretex and similar types; Rock Drill (self-propelled); Rock Drill (truck mounted); Slipform Paver; Straddle Dugloss; Tractor with Boom and Side Boom; Trenching Machine; Winch Tractors

Group 2: Asphalt Spreader; Roller; Bulldozer; Combination Backhoe, Front-End Loader with Backhoe; Buckets, 1/2 cu. yd. and under; Grader, Elevating; Granger Engineer; Grouting Machine; Highlift Shovel or Front End Loader; Hauler, automatic; Cowboy Drilling Machine; Hauler, all elevators; Hauler, Tugger, single drum; Post Hole Digger; Roller, all; Scoops - tractor drawn; Stone Crusher; Tournapull; Winch Trucks

Group 3: Concrete Mixer (2 bag and over); Conveyor, portable; Steam Generator; Tractor, farm and similar type; Air Compressor - small, 150 and under (1 to 5 not to exceed a total of 300 ft.); Air Compressor - large, over 150; Combinations - wall equipment operators; Forklift - under 10 tons; Generator; Pumps (1 to 3 not to exceed a total of 300 ft.); Pump, wall mounting; Machines (2 through 3); Winches, 4 electric; Drill Machine

Group 4: Machine, Mechanical (1 to 3); Oilers & Switchman

Page 21

DECISION NO. 11100-2015

TRUCK DRIVERS

	Basic Hourly Rates	Fringe Benefits Payments			Education and/or App. Tr.
		H & W	Pension	Vacation	
GROUP A	\$9.805	31.00a	37.00a		
GROUP B	9.155	31.00a	37.00a		
GROUP C	9.705	31.00a	37.00a		
GROUP D	9.655	31.00a	37.00a		
GROUP E	9.605	31.00a	37.00a		
GROUP F	9.555	31.00a	37.00a		
GROUP G	9.505	31.00a	37.00a		
GROUP H	9.455	31.00a	37.00a		
GROUP I	9.405	31.00a	37.00a		
GROUP J	9.355	31.00a	37.00a		
GROUP K	9.305	31.00a	37.00a		
GROUP L	9.205	31.00a	37.00a		

See Truck
H 5-2-80

CLASSIFICATIONS

GROUP A - Acey Wagons over 3 Buckets
GROUP B - Acey Wagons to and including 3 Buckets
GROUP C - Tandem-tandem Semi-Trucks; Truck Mechanics and Valders; Heavy Equip-ment Type Water Wagon over 3,000 Gallons; Tri-Axle Trucks pulling Tilt-Top Trailers; Low Boys, Tandem-tandem Axle
GROUP D - Tri-Axle Trucks; Tandem Axle Trucks; Equipment not self loaded or pusher loaded such as Koeberling or similar Dumpstar, Truck Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrollers, Tournatrollers, Athey Wagons, or similar equipment over 12 cu. yd.; Tandem Axle Trucks pulling Tilt-Top Trailers; Lowboys; Tandem Axle Tri-Axle Hatch
GROUP E - Tandem "Dog-Leg" Trucks; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment Type Water Wagons 3,000 Gallons & Under
GROUP F - Truck Mounted Pavement Breaker; Tandem Trucks over 15 Ton Payload; Single Axle Semi-Trucks; Farm Tractors hauling material; Equipment not self loaded or pusher loaded such as Koeberling or similar Dumpstar, Truck Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrollers, Athey Wagons, or similar equipment over 12 cu. yd.; Tandem Axle Trucks pulling Tilt-Top Trailers; Lowboys; Tandem Axle Tri-Axle Hatch

GROUP G - Tandem "Dog-Leg" Trucks; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment Type Water Wagons 3,000 Gallons & Under
GROUP H - Truck Mounted Pavement Breaker; Tandem Trucks over 15 Ton Payload; Single Axle Semi-Trucks; Farm Tractors hauling material; Equipment not self loaded or pusher loaded such as Koeberling or similar Dumpstar, Truck Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrollers, Athey Wagons, or similar equipment over 12 cu. yd.; Tandem Axle Trucks pulling Tilt-Top Trailers; Lowboys; Tandem Axle Tri-Axle Hatch
GROUP I - Tandem "Dog-Leg" Trucks; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment Type Water Wagons 3,000 Gallons & Under
GROUP J - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP K - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP L - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)

GROUP M - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP N - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP O - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP P - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP Q - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP R - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP S - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP T - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP U - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP V - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP W - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP X - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP Y - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP Z - Single Axle Semi-Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)

Tandem-tandem Semi-Trucks

5102-0011-00110101300

PAGE 22

5102-0011-00110101300

LINE CONSTRUCTION

Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appl. Tr.
	H & W	Pensions	Vacation		
Statewide, except Clark, Clinton (Frankfort), Crawford, Dearborn, Dubois, Floyd, Fountain, Gibson, Harrison, Jackson, Jefferson, Miami Peru & Dunker Hill Air Base), Newton, Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Vermillion, Warren, Warrick and Washington, Counties Linemen-Technicians					
Equipment Operators	.45	31			.51
Powder & Equipment Mechanic	.45	31			.51
Groundman Truck Driver w/w	.45	31			.51
Groundman	.45	31			.51
Clark, Floyd, Harrison, Jackson, Jefferson, Scott, & Washington, Counties					
Linemen: Line Truck Drivers					
Mechanized Equipment Operators	.45	31			.51
Groundmen	.45	31			.51
Crawford, Dubois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties					
Linemen: Line Truck Operators	.45	31			.51
Hoile Digger Cable Splicer	.45	31			.51
Truck Driver	.45	31			.51
Groundman	.45	31			.51
Newton County					
Linemen	.45	31			.51
Fountain, Vermillion, & Warren Counties					
Linemen: Groundman Equipment Operator	.45	31			.51
Groundman Truck Driver with Winch	.45	31			.51
Groundman Truck Driver without Winch	.45	31			.51
Groundman	.45	31			.51
Clinton (Frankfort Only) & Miami Peru & Dunker Hill Air Base Only) Counties					
Linemen: Heavy Equipment Operator "A"	.45	31			.51
Cable Splicer	.45	31			.51
Heavy Equipment Operator "B"	.45	31			.51
Heavy Equipment Mechanic	.45	31			.51
Groundman - Truck Driver with Winch	.45	31			.51
Groundman - Truck Driver without Winch	.45	31			.51
Groundman	.45	31			.51

LINE CONSTRUCTION

Dearborn & Switzerland Counties
Up to & including 10 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio
Linemen Operator all Mechanized equipment operators
Groundmen

Over 10 up to & including 21 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio
Linemen Operator all Mechanized equipment operators
Groundmen

Over 21 up to & including 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio
Linemen Operator all Mechanized equipment operators
Groundmen

Over 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio
Linemen Operator all Mechanized equipment operators
Groundmen

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5, 5.5 (a)(1)(ii)).

Modification Page 21

DECISION NO. PA79-3012

July 31, 1979

(44 FR 70253 - May 10, 1979)
Adams, Parks, Bradford, Carbon, Columbia, Cumberland, Dauphin,
Juniata, McKean, Lancaster, Lebanon, Leflore, Luzerne, Lycoming,
Monroe, Monroe, Northampton,
Northumberland, Perry, Pike,
Schuylkill, Snyder, Sullivan,
Susquehanna, Tioga, Union,
Wayne, Wyoming and York
Counties, Pennsylvania

CHANGES:
Power Equipment Operator
Heavy Construction

Basic Hourly Rate	Fringe Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
\$13.14	7.9%	10.3%		1.8%
12.85	7.9%	10.3%		1.8%
11.97	7.9%	10.3%		1.8%
11.20	7.9%	10.3%		1.8%
10.72	7.9%	10.3%		1.8%
9.80	7.9%	10.3%		1.8%
13.39	7.9%	10.3%		1.8%
13.64	7.9%	10.3%		1.8%
13.89	7.9%	10.3%		1.8%
13.19	7.9%	10.3%		1.8%
12.90	7.9%	10.3%		1.8%
12.03	7.9%	10.3%		1.8%
11.76	7.9%	10.3%		1.8%
10.49	7.9%	10.3%		1.8%
9.68	7.9%	10.3%		1.8%
13.44	7.9%	10.3%		1.8%
13.69	7.9%	10.3%		1.8%
13.93	7.9%	10.3%		1.8%
11.59	7.9%	10.3%		1.8%
10.75	7.9%	10.3%		1.8%
10.24	7.9%	10.3%		1.8%
9.00	7.9%	10.3%		1.8%
9.15	7.9%	10.3%		1.8%
11.04	7.9%	10.3%		1.8%
12.09	7.9%	10.3%		1.8%
12.34	7.9%	10.3%		1.8%

Power Equipment Operators
Highway Construction

Basic Hourly Rate	Fringe Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
11.59	7.9%	10.3%		1.8%
10.75	7.9%	10.3%		1.8%
10.24	7.9%	10.3%		1.8%
9.00	7.9%	10.3%		1.8%
9.15	7.9%	10.3%		1.8%
11.04	7.9%	10.3%		1.8%
12.09	7.9%	10.3%		1.8%
12.34	7.9%	10.3%		1.8%

Modification Page 22

Modification No. 1

DECISION NO. IN80-2015 -
HOB 11
(45 FR 24985 - April 11,
1980)
Statewide, except Lake,
LaPorte, Porter, & St.
Joseph Counties, Indiana

CHANGES:
Truck Drivers

Basic Hourly Rate	Fringe Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
\$9.805	31.50a	37.00a		
9.755	31.50a	37.00a		
9.705	31.50a	37.00a		
9.655	31.50a	37.00a		
9.605	31.50a	37.00a		
9.555	31.50a	37.00a		
9.505	31.50a	37.00a		
9.455	31.50a	37.00a		
9.405	31.50a	37.00a		
9.355	31.50a	37.00a		
9.305	31.50a	37.00a		
9.205	31.50a	37.00a		

Omit:
Laborers: Sewer, Tunnel,
& Water Construction
Schedule

Add:
Laborers: Sewer, Tunnel,
& Water Construction
Schedule

Modification No. 1, continued

Modification Page 23

DECISION NO. 11110-2015 (Cont'd)

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

	ZONE 2	ZONE 2A	ZONE 3	ZONE 4	ZONE 5
GROUP 1	9.20	9.00	9.00	9.20	9.40
GROUP 2	9.35	9.15	9.15	9.35	9.55
GROUP 3	9.40	9.20	9.20	9.40	9.60
GROUP 4	9.50	9.30	9.30	9.50	9.70
GROUP 5	10.05	9.85	9.85	10.05	10.25
GROUP 6:					
A.	9.40	9.20	9.20	9.40	9.60
B.	9.55	9.35	9.35	9.55	9.75
C.	10.00	9.80	9.80	10.00	10.20
D.	9.50	9.30	9.30	9.50	9.70

ZONE 5:

ZONE 11: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties
(Excluded from this schedule)

ZONE 21: Elkhart Co.

ZONE 2A: Kosciusko, LaGrange, & Marshall Counties

ZONE 31: Denton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Jay, Madison, Marion, Miami, Montgomery, Pulaski, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wayne, & White Counties

ZONE 41: Bartholomew, Brown, Clark, Clay, Crawford, Dearborn, Decatur, Floyd, Fountain, Franklin, Greco, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parks, Perry, Putnam, Ripley, Scott, Sullivan, Switzerland, Vermillion, Vigo, Warren, & Washington Counties

ZONE 51: Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties

	Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appr. Tr.
DECISION NO. VA19-3056-Mod.					
II (44 FR 75912-December 21, 1979)					
Albermarle County & the Independent City of Charlottesville, Virginia					
CHANGE: Ironworkers Structural	\$10.75	.55	.75		.05

Modification No. 2, continued

MODIFICATIONS P. 5

DECISION NO. IN80-2015-
(Cont'd)

POWER EQUIPMENT OPERATORS:
(Tunnel & Sewer Construction)
Boono, Clay, Davless, Foun-
tain, Greene, Hendricks,
Knox, Norton, Montgomery,
Norton, Owen, Parke, Pul-
ham, Sullivan, Vermillion
Vigo, & Warren Cos.
GROUP I
GROUP II
GROUP III

Basic Hourly Rates	Fringe Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
\$12.95	.75	.75		.08
12.85	.75	.75		.08
12.65	.75	.75		.08

DECISION NO. IN79-2019 - IND. #5
(64 IN 2665) (NY 43 1979)
Lucomb, Monroe, Oakland,
Washington & Wayne Counties,
Michigan

CHANGES

PLASTERERS
Washington County

Basic Hourly Rates	Fringe Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
\$15.37		1.30		

PRODUCED AT U.S. GOVT. EXPENSE

modification No. 2, continued

MODIFICATIONS P. 3

DECISION NO. IN80-2015-
(Cont'd)

POWER EQUIPMENT OPERATORS;
(Tunnel & Sewer
Construction)
Boone, Clay, Davless, Foun-
tain, Greene, Hendrick, K-
nox, Monroe, Montgomery,
Morjan, Owen, Parks, Put-
nam, Sullivan, Vermillion
Vigo, & Warren Cos.
GROUP I
GROUP II
GROUP III

Basic Hourly Rates	Fringe Benefits Payments				Education and/or App. Tr.
	H & W	Pensions	Vacation		
\$12.95	.75	.75			.08
12.85	.75	.75			.08
12.65	.75	.75			.08

DECISION NO. IN79-2019 - ENR. #5
(64 FR 2643) - May 4, 1979
Macomb, Monroe, Oakland,
Washtenaw & Wayne Counties,
Michigan
CHANGELI
PLASTERING
Washtenaw County

Basic Hourly Rates	Fringe Benefits Payments				Education and/or App. Tr.
	H & W	Pensions	Vacation		
\$13.37		1.30			

modification no. 7

MODIFICA

DECISION NO. 1910-1013 -

1910-1013 (1910-1013) - April 11, 1910
Statewide, except Lake,
LaPorte, Porter and
St. Joseph Counties, Ind.

Changes:

POWER EQUIPMENT

OPERATORS:
(Tunnel & Sewer
Construction)

- Benton, Carroll,
- Cass, Clinton,
- Delaware, Fayette,
- Fullon, Grant
- Hamilton, Hancock,
- Henry, Howard,
- Johnson, Madison,
- Marion, Miami,
- Hamilton, Rush,
- Shelby, Tippecanoe,
- Tipton, Union,
- Wabash, Wayne, &
- White Cos.

- Group I
- Group II
- Group III
- Group IV

Basic Hourly Rates	Fringe benefits
\$16.55	2.20
15.55	2.20
12.75	2.20
11.25	2.20

11/18/80 2015-5102-08 NI

PRODUCED AT U.S. GOVT. EXPENSE

DECISION NO. H182-3123 - Mod. #2
(47 FR 33313 - October 1982)
St. Louis, Hawaii

Basic Hourly Rates	Fringe Benefits
\$15.10	94.06
15.03	4.75
14.25	17.30

Change:
Mortgage
Marble Setters
Sheet Metal Workers
Terrazzo Workers and
Tile Setters
Terrazzo Base Grinder
Terrazzo Floor Grinder
and Finisher
Terrazzo Workers and
Tile Setters

Basic Hourly Rates	Fringe Benefits
13.45	4.75
13.02	4.75
15.03	4.75

DECISION H182-1082 -
Mod. #1
(47 FR 52316 - November 19, 1982)
Madison County, Alabama

CHANGE:
Cement masons

Basic Hourly Rates	Fringe Benefits
\$12.75	

DECISION NO. IN80-1082 -
Mod. #1
(45 FR 64052 - September 26, 1980)
Elkhart, Jasper, Kosciusko, LaGrange, Marshall, Newton, Pulaski, & Starke Counties, Indiana

Change:
Asbestos Workers
Elkhart, Jasper, Kosciusko, Marshall, & Starke Cos.
Bricklayers & Stonemasons
Elkhart, Kosciusko & LaGrange Cos.
Carpenters / Millwrights
Floor Layer
Elkhart Co.
Carpenters
Millwrights / Pipe
Driver
Cement Masons
Elkhart, Kosciusko, & LaGrange Cos.
Electricians
Elkhart, Kosciusko & Marshall Cos.
Ironworkers
Elkhart, Kosciusko (W. Portion (W. W. Marsh))
LaGrange, W. 1/2 (W. City of Lawrence, Marshall, Pulaski, & Starke Cos.)
Laborers
Semi-Skilled
Skilled
Painters
Elkhart, Kosciusko, Marshall, Pulaski, & Starke Cos.
Plumbers
Elkhart, Kosciusko & LaGrange
Roofers
Elkhart, Kosciusko, Marshall, Pulaski & Starke Cos.
Composition Damp & Waterproof
Blata

Basic Hourly Rates	Fringe Benefits
16.96	3.57
15.77	1.68
14.30	2.44
14.55	2.48
14.92	1.52
17.60	14.31
19.40	4.61
11.45	1.89
11.65	1.89
12.64	1.93
16.48	3.70
14.60	1.83

DECISION NO. IN80-2015 -
Mod. #2
(45 FR 24985 - April 11, 1980)
Statovido, Except Loko, Laport, Porter, and St. Joseph Counties
Change:
Carpenters
Elkhart County
Kunz

Basic Hourly Rates	Fringe Benefits
15.76	2.21
16.47	2.83
\$13.30	2.15

[illegible]

Mod. 5

DECISION NO. NYR-1-3034 -

Basic Hourly Rates	Priming Benefits	Basic Hourly Rates	Priming Benefits
13.22	\$13.60 +A	15.99	\$13.60 +A
17.59	\$13.60 +A	17.59	\$13.60 +A
11.90	\$13.60 +A	14.39	\$13.60 +A
10.58	\$13.60 +A	12.79	\$13.60 +A
11.24	\$13.60 +A	13.59	\$13.60 +A
9.92	\$13.60 +A	11.99	\$13.60 +A
15.18	\$13.60 +A	15.99	\$13.60 +A
16.66	\$13.60 +A	15.79	\$13.60 +A
12.14	\$13.60 +A	17.59	\$13.60 +A
12.90	\$13.60 +A	15.99	\$13.60 +A
11.39	\$13.60 +A	13.59	\$13.60 +A
		12.79	\$13.60 +A
		11.99	\$13.60 +A

FOOTNOTES:
1. Good Holiday: New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works the day before or the day after a holiday.

Basic Hourly Rates	Priming Benefits
\$17.11	\$2.00

DECISION NO. INR-2015 - MOD. 17 (45 FR 24985 - April 11, 1980) Clark, Floyd, Harrison, Jackson, Jefferson, Scott & Washington Counties, Indiana Changel Linemen; Line Truck Driver, & Mechanized Equipment Operators Groundmen	\$17.61 10.92 814.65 814.65
---	--------------------------------------

DECISION NO. UT82-5121 - Mod. 15 (47 FR 39085 - September 3, 1982) Statewide, Utah Changel Linemen; Truckers Carpenters Heavy and Highway Construction Zone 1 Carpenters Saw Operators Carpenters handling crosscut materials Pile drivers Zone 2 Carpenters Saw Operators Carpenters handling crosscut materials Pile drivers Roofers Omit: Carpenters Heavy and Highway Construction Zone 3 - As originally issued	\$16.00 13.83 14.03 18.79 16.33 15.58 10.79 14.03
--	--

Priming Benefits

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

BILL NO. S-83-07-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract by the City of Fort Wayne by
and through its Board of Public Works and L.W. Dailey, Inc., for
Res. 5976-83, Hanna-Creighton VIII, Phase II

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

Samuel J. Talarico

Victure Scruggs

Mark E. Giaquinta

Paul M. Burns

R. J. Schomburg

Concurred in 7-26-83 Sandra E. Kennedy

TITLE OF ORDINANCE Contract for Res. 5976-83, Hanna-Creighton VIII, Phase II

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This contract is for Improvement Res. 5976-83, Hanna-Creighton VIII Phase II, curbs and sidewalks where needed, within the limits of the following streets:

WINTER STREET - from Pontiac St. to Creighton, FISHER STREET - from Reed St. to Winter St.,
REED STREET - from Pontiac St. to north property line of Fisher. L. W. Dailey, Inc., is the contractor.

PRIOR APPROVAL RECEIVED 6/7/83

EFFECT OF PASSAGE Improvement in Hanna-Creighton Area

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$98,661.25

ASSIGNED TO COMMITTEE